

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TOBIAS TEIXEIRA DA FONSECA,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 1:24-cv-00567

Judge Elaine E. Bucklo

Magistrate Judge Jeffrey T. Gilbert

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by TOBIAS TEIXEIRA DA FONSECA (“Fonseca” or “Plaintiff”) against the defendants identified on the First Amended Schedule A, and using the Online Marketplace Accounts identified on the First Amended Schedule A (collectively, the “Defendant Internet Stores”), and Fonseca having moved for entry of Default and Default Judgment against the defendants identified on the First Amended Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Fonseca having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Fonseca has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing versions of Fonseca's federally registered copyrights which are protected by U.S. Copyright Registration Nos. VA 2-279-670; VA 2-279-669; VA 2-279-666; VA 2-279-690; VA 2-279-688; VA 2-279-684; VA 2-279-692; VA 2-279-586; VA 2-279-588; VA 2-279-584; VA 2-279-581; and VA 2-303-183 (the "Tobias Fonseca Works"). In this case, Fonseca has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using infringing versions of the Tobias Fonseca Works. *See* Docket No. [16], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing goods to customers in Illinois bearing infringing versions of the Tobias Fonseca Works.

This Court further finds that Defaulting Defendants are liable for willful copyright infringement (17 U.S.C. § 504).

Accordingly, this Court orders that Fonseca's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Final Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Tobias Fonseca Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Fonseca product or not authorized by Fonseca to be sold in connection with the Tobias Fonseca Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Fonseca product or any other product produced by Fonseca, that is not Fonseca's or not produced under the authorization, control, or supervision of Fonseca and approved by Fonseca for sale under the Tobias Fonseca Works;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Fonseca, or are sponsored by, approved by, or otherwise connected with Fonseca; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Fonseca, nor authorized by Fonseca to be sold or offered for sale, and which bear any of Fonseca's copyrights, including the Tobias Fonseca Works, or any reproductions, infringing copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon"), Temu, LLC ("Temu"), and ContextLogic, Inc. d/b/a Wish.com ("WISH") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell infringing goods using the Tobias Fonseca Works; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Tobias Fonseca Works or any reproductions, infringing copies or colorable imitations thereof that is not a genuine Fonseca product or not authorized by Fonseca to be sold in connection with the Tobias Fonseca Works.
3. Upon Fonseca's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Tobias Fonseca Works.
4. Pursuant to 17 U.S.C. § 504(c)(2), Fonseca is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of infringing Tobias Fonseca Works on products sold through at least the

Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and First Amended Schedule A.

5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, Temu, and WISH, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, Temu, and WISH, are hereby released to Fonseca as partial payment of the above-identified damages, and Third Party Providers, including Amazon, Temu, and WISH, are ordered to release to Fonseca the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Fonseca has recovered full payment of monies owed to it by any Defaulting Defendant, Fonseca shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Fonseca identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Fonseca may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Tobias Teixeira Da Fonseca and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by Fonseca is hereby released to Fonseca or Plaintiff's counsel, Keith Vogt, Ltd. 33 West Jackson Boulevard, #2W Chicago, Illinois 60604. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Fonseca or Plaintiff's counsel.

This is a Default Final Judgment.

Dated: 3/22/2024

A handwritten signature in black ink, appearing to read "Elaine E. Bucklo". The signature is fluid and cursive, with the first name "Elaine" and last name "Bucklo" clearly distinguishable.

Elaine E. Bucklo
United States District Judge

First Amended Schedule A

No.	Defendant
1	shuangyangkeji
2	wuhanshijiangxiaquluboteshangmaohang
3	
4	jingmeijing
5	ZhengZhouYi
6	hejinshiyanchumaoyiyouxiangongsi
7	The sound of waves
8	mengchengxianmengyangwangluokejiyouxiangongsi l
9	Xueyou Shop
10	biao168
11	JUN LIU AA
12	GH-df656XC
13	KASMOM
14	Fenfen exceeds
15	panlongquyezhikuajingdianzishangwugongzuoshi
16	huizerujielou
17	fgnbcb
18	TianQiaoQuHao
19	shifangshiliuheqiaodianzishangwugongzuoshi
20	jiashanbaihuo
21	pujietiyu
22	luoyangshichanhehuizuquwangxibaihuodian
23	wanchengxingxi
24	sangzhishayuanbaihuodian
25	luoyangshichanhehuizuquyangtaibaihuobu
26	yingsidianzi
27	feidongqiansehua
28	miaodashipinshanghang
29	wuhanshijiangxiaquyujianshangmaozhongxin
30	阁衣品
31	henansanfennianwangluokejiyouxiangongsi
32	youjindefushixiemaopu
33	qingwenfuzhuangdian
34	pengjiangquwandingnongyekejiyouxiangongsi
35	wuhanshidonghuxinjishukaifaquzheyubaihuoshanghang
36	hongtongshumagongzuoshi
37	shengyuanlianrui

38	miluoshihuananhubangdianzishangwushanghang
39	qichangbaihuodian
40	junchao
41	haikoulonghuaqumaiqiyuandianzishanwushanhang
42	xingyexianshiananzhenmeiweisishipinjingyingbu
43	jijunbaihuo
44	wuhanshijiangxiaqupengxinshangmaozhongxin
45	yingqilanchuang
46	yipinrui
47	chenghuaquchuxinzahuopu
48	huajunbaihuo
49	jiyuanshihaixuanbaihuoshanghang
50	hiLongGangQ
51	qimubaihuodian
52	dongchangfuqukangyuandianzijingyingbu
53	jinzhongshiyuciquanhaobaihuoshanghang
54	QuXinLongDi
55	rfggre
56	leihuafeimeng
57	HunaTex Group
58	ruchendianzi
59	wucibaihuo
60	hongliangjin
61	jiayunantoushangmaoshanghang
62	liaoyuanshiliaowenbaihuoshanghang
63	nminshangshuiguoxiaoshouyoux
64	LINZHISHANGANHUO
65	clock in wenchao
66	AUTOKOI
67	
68	ThanhStore0808
69	Family Enda
70	DuKai
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73	vipsk
74	Pimilagu
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76	Family_Soi
77	Shopbeus
78	AKIKO_STORE

79	AKIMIZU_STORE
80	THEHUNGNGUYENTRANHAYYO
81	ESTOBYPER
82	Handmade Mug Print US
83	zhaihongpi
84	ziz®
85	Tkkie
86	QUEFASHION
87	Zimmerman Stores
88	Shawna Store
89	Valeries Shop
90	Love Lyn Mug
91	SEZER NERGIZ
92	T.V.HoanStore
93	YuanZhouQuZongAoBaiHuoDian1
94	Denalor Seris
95	Barnett Art
96	Flzaitian
97	TRAN TUAN DAT HN02
98	ALI BABUTCU
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107	THANHTHAOLC17
108	LY NGUYEN THAI BAO
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110	Guangzhou Miao Teng Trading
111	Ferwoyerstore
112	Vitome
113	CHENGJIUMENGXIANG
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117	Yiwu Shi Li home textile
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